

# Agenda Item Form

Agenda Date: 8/3/04

Districts Affected: All

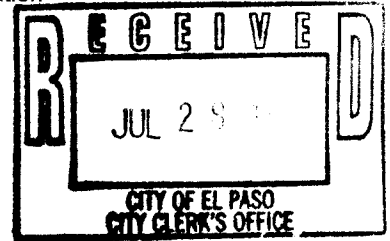
Dept. Head/Contact Information: William Chapman, 541-4215

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: Worker's Compensation Fund



## Legal:

☒ Legal Review Required  
Denied

Attorney Assigned (please scroll down): Lupe Martinez

☒ Approved ☐

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: \_\_\_\_\_

## Why is this item necessary:

An annual report on the losses and allocated expense reserves of the Worker's Compensation Fund is required every year as part of the City's external audit process. Regnier Consulting Group, Inc. will complete the necessary report for the external audit process. The City has used this consulting group since 1993. City administration and the external auditors have found their work to be objective, comprehensive and concise.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

The total cost for this service shall not exceed \$6,150.00 and will be completed by December 1, 2004.

## Statutory or Citizen Concerns:

None

## Departmental Concerns:

None

**City of El Paso  
City Council Meeting  
Agenda Item Backup Sheet  
August 3, 2004**

- Item:** Resolution that the Mayor be authorized to sign a Professional Services Contract between the City of El Paso and Regnier Consulting Group, Inc. to provide evaluation and an update on the report on loss and allocated loss expense reserves of workers' compensation losses occurring during the fiscal years 1983/84 to 2003/2004. The total cost for such services, shall not exceed the amount of \$6,150.00. (Financial Services, William Chapman, 541-4215).
- Overview:** An annual report on the losses and allocated expense reserves of the Workers' Compensation Fund is required every year as part of the City's external audit process.
- Rationale:** Regnier Consulting Group, Inc. will complete the necessary report for the external audit process. The City has used this consulting group since 1993. City administration and the external auditors have found their work to be objective, comprehensive and concise.
- Funding:** Workers' Compensation Fund  
45122-502215
- Recommendation:** To approve the resolution that the Mayor be authorized to sign a Professional Services Contract between the City of El Paso and Regnier Consulting Group, Inc. to provide evaluation and an update on the report on loss and allocated loss expense reserves of workers' compensation losses occurring during the fiscal years 1983/84 to 2003/2004. The total cost for such services, shall not exceed the amount of \$6,150.00. (OMB, David Almonte, (915) 541-4530).
- Resource Person:** William Chapman, Deputy CAO, Financial Services, 541-4215

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Professional Services Contract between the City of El Paso and Regnier Consulting Group, Inc. to provide evaluation and an update on the report on loss and allocated loss expense reserves of workers' compensation losses occurring during the fiscal years 1983/1984 to 2003/2004.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

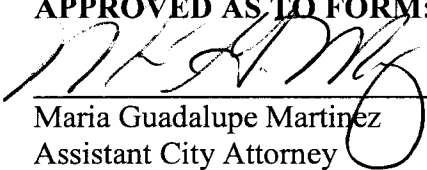
### CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

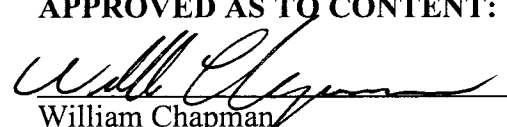
### ATTEST:

\_\_\_\_\_  
Richarda D. Momsen  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Maria Guadalupe Martinez  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
William Chapman  
Deputy CAO, Financial Services

STATE OF TEXAS §

§  
COUNTY OF EL PASO §

**PROFESSIONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **REGNIER CONSULTING GROUP, INC.**, hereinafter referred to as "Contractor," witnesseth:

**WHEREAS**, the City desires to engage the Contractor as a consultant to update the analysis on loss and allocated loss expense reserves of workers' compensation losses occurring during the fiscal accident years from 1983/84 to 2003/2004.

**WHEREAS**, Contractor possesses the skills to render said services to the City;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall perform the services of evaluating and updating the report on the loss and allocated loss expense reserves of workers' compensation losses occurring during the fiscal accident years from 1983/84 to 2003/2004 and the Contractor hereby accepts and agrees to perform such services.
2. **TIME OF PERFORMANCE.** The services of Contractor shall be completed by December 1, 2004.
3. **COMPENSATION AND METHOD OF PAYMENT.** The total amount of this contract shall not exceed the amount of Six Thousand One Hundred Fifty and No/100ths Dollars (\$6,150.00). The City shall pay such amount within thirty (30) days of receipt of the invoice for such services. Contractor agrees that at no time will it make a claim against the City for more than the fee provided under the terms of this contract. In order to receive payment under this agreement, Contractor shall submit to the City an itemized invoice for services rendered.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed are in the City and County of El Paso, Texas or such other places as may be necessary to fulfill the terms of this Contract.
5. INDEMNIFICATION. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.
7. TERMINATION. The City may terminate this contract without cause after five (5) days written notice to Contractor of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination. In the event of termination, the City shall pay the Contractor the amount due for any work actually completed at the time of the termination.
8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the professional services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: City of El Paso  
2 Civic Center Plaza  
El Paso, Texas 79901-1196  
Attn: William A. Chapman, Chief Financial Officer

CONTRACTOR: Mr. Steven J. Regnier  
REGNIER CONSULTING GROUP, INC.

IN WITNESS WHEREOF the parties have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2004.


CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

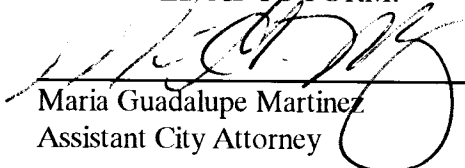
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

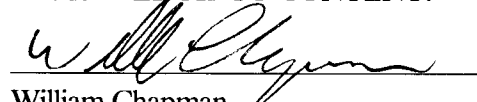
CONTRACTOR:  
REGNIER CONSULTING GROUP, INC.

By:   
Steven J. Regnier

APPROVED AS TO FORM:

  
Maria Guadalupe Martinez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
William Chapman  
Chief Financial Officer